



**REQUEST FOR PROPOSAL
NEW CHILDREN'S PLAY EQUIPMENT AND RELATED
SERVICES FOR ELLSWORTH PARK IN
THE VILLAGE OF BAYSIDE**

1.0 OFFICIAL NOTICE

PROPOSALS REQUESTED: Sealed proposals for providing and monitoring installation of new children's composite play structures, playground equipment, and related products and services for Ellsworth Park will be received by the Village of Bayside until 4:00 p.m. Central Standard Time, Friday August 18, 2006 by mailing proposals to Village Hall at 9075 N. Regent Road, Bayside, Wisconsin 53217. The awarding of the contract will occur on or before September 7, 2006.

Address proposals as follows:

"Proposal for 2006 Ellsworth Park Playground Equipment and Related Services"
Attention: Village Manager
Village of Bayside
9075 N. Regent Road
Bayside, WI 53217

Submit proposals on the forms provided for that purpose, following the required format.

A Performance Bond, equivalent to fifty percent (50%) of the contract value, shall be furnished to the Village of Bayside by the successful vendor within ten (10) days after notification of award of a Purchase Order (contract) and formal Notice to Proceed. The company executing the required Performance Bond must be licensed to do business in the State of Wisconsin.

The award of the work described in the Request for Proposal is subject to provisions of Section 66.29, Wisconsin Statutes, requiring the vendor to furnish proof of responsibility.

The deadline for completion of all work set forth in this Request for Proposal shall be on, or before, Tuesday, October 13th, 2006, unless otherwise approved in writing by the Village of Bayside. The contract shall start on award.

A submitted proposal may not be withdrawn for a period of sixty (60) days after the formal opening of proposals. The right to reject or accept any or all proposals is reserved to the Village of Bayside. This Request for Proposal requires bids for both the base structure and satellite structures. The Village of Bayside reserves the right to pick and choose those satellite items and/or equipment based on funding limitations.

SPECIAL NOTICE TO CONTRACTORS

This project is funded by the U.S. Department of Housing and Urban Development through the Milwaukee County Community Development Program. Firms bidding on this project are advised the awarded firm shall be required to:

1. Implement Federal Labor Standards Provisions and pay employees wages and fringe benefits at levels that meet or exceed a Federal or State wage decision (Included in Bid Documents);
2. Submit payrolls to Milwaukee County weekly;
3. Use Minority Business Enterprises for at least 20%, and Women Business Enterprises for at least 5%, of the total contract amount, this may be satisfied through subcontracts and/or purchase of services or supplies; and
4. Comply with all regulations and procedures established by the U.S. Department of Housing and Urban Development and Milwaukee County for this project, and ensure all subcontractors also comply.

Failure to meet these provisions may result in withholding of payment, cancellation of contract, or criminal prosecution.

Persons with questions about these requirements should contact Carole Jones, Housing Program Analyst – Community Development Block Grant Program, at 278-5251.

2.0 PURPOSE & OVERVIEW

- 2.1 The Village of Bayside is replacing park playground equipment at Ellsworth Park. The purpose of the project is to not only replace children's playground equipment, but also ensure that ADA requirements are fulfilled as well as general safety requirements as outlined herein and by the referenced safety documents. All equipment must comply with the current ASTM guidelines and CPSC guidelines for safety. Playground equipment must be IPEMA certified as meeting these guidelines and comply with the current ADA guidelines in and of itself assuming that accessible resilient surfacing is supplied underneath the equipment including the auxiliary ground level equipment and an access pathway is provided to the equipment.

3.0 Playground Equipment Scope

- 3.1 The Village of Bayside requests a proposal for providing and monitoring installation of the following new composite play structures, additional children's playground equipment, and related products and services for Ellsworth Park:
- 3.2 One (1) large composite play structure designed and constructed to accommodate play by children ages 2-12. The design and layout of this composite play structure shall maximize accessibility on to the play structure, and to its various play components, by users confined to wheelchairs and by individuals who are mobility challenged. This composite play structure, including all equipment, must fit within the physical boundaries of the Ellsworth Park playground area. For reference, please visit Ellsworth Park on Ellsworth Lane between Regent Road and North King Drive across from Bayside Middle School in the Village of Bayside. All playground equipment must be new, previously unused, and furnished with all materials, supplies, hardware, and proprietary tools necessary for complete and proper installation per the manufacturer's details and specifications. The composite play structure's upright posts shall be 4-1/2 inch O.D. (minimum) extruded aluminum alloy tube designed for direct bury installation. Final play structure/play equipment colors shall be selected and approved by the Village of Bayside. No wood or fiberglass play equipment shall be allowed.
- 3.3 The larger composite play structure, designed and constructed to accommodate play by children ages 2-12, shall provide the following minimum play components, which may be exceeded on your submitted designs.
- 3.3.1 Decks – A minimum of three (3) decks and one (1) transfer module.
 - 3.3.2 Overhead Climbing Play Components – A minimum of two (2) verifiably different style overhead climbing play component in addition to a horizontal ladder such as ring climbers, shall be provided.
 - 3.3.3 Slide – A minimum of two (2) slides incorporated into the play structure.
 - 3.3.4 Ground Level Activity – A minimum of one (1) Braille activity and (1) other play panel at ground level.
 - 3.3.5 Bridge Structure – The incorporation of at least one bridge-like structure with guardrails.

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- 3.4 Four (4) long park benches and one (1) picnic table. All long park benches shall be new and fabricated of solid carbon steel and thermo-plastic or plastisol coated. Expanded metal or welded wire benches will not be allowed. Benches shall be designed for in-ground (direct bury) installation. Various options may be provided for the picnic table but must be designed for in-ground (direct bury) installation. Final bench colors shall be selected and approved by the Village of Bayside.
- 3.5 One (1) bike rack that is steel fabricated and thermo-plastic or plastisol coated. Final colors shall be selected and approved by the Village of Bayside.
- 3.6 One (1) single post style, swing set providing four (4) swing seats. For this specified swing set, the swing seats shall be as follows: two (2) slash-proof rubber belt seats, one (1) slash-proof bucket seat designed for use by infants and pre-school age children, and (1) large bucket seat. The horizontal top beam and vertical support posts shall be 4-1/2 inch O.D. (minimum) extruded aluminum alloy tube designed for direct bury installation as specified. Steel beams and posts are allowed for use on swing sets only.
 - 3.6.1 Swing chains shall be galvanized steel and uncoated chain. Poly-vinyl-chloride (p.v.c.) or plastisol coatings are not allowed.
 - 3.6.2 All swing set connectors and fasteners must be "clevis" and "link bolt" style. "S" hooks or similar connectors are not allowed.
- 3.7 One (1) additional satellite play structure designed and constructed to accommodate play by pre-school age children (2-5). All play equipment must be new, previously unused, and furnished with all materials, supplies, hardware and proprietary tools necessary for complete and proper installation per manufacturer's details and specifications. Final play structure/play equipment, including colors, shall be selected and approved by the Village of Bayside.
- 3.8 Two (2) spring riders. Riders must be durable and able to withstand constant use and normal wear and tear due to use, weather conditions, and play by school age children (5-12). Final spring riders, including designs, shall be selected and approved by the Village of Bayside.
- 3.9 One (1) activity panel designed to withstand constant use and normal wear and tear due to use, weather conditions, and play by school age children (5-12). Final activity panel, including design (direct bury) and activity, shall be selected and approved by the Village of Bayside.
- 3.10 One (1) seesaw designed as double sided (two seats on both sides) and able to withstand constant use and normal wear and tear due to use, weather conditions, and play by school age children (5-12). Must be direct bury.
- 3.11 One (1) superscoop (claw scoop designed for use in sand area) for use by children ages 2-12. Equipment must have no dangerous pinch points and be constructed with a sturdy frame and cast-aluminum bucket. Seat and scoop must be powder-coated. Final colors shall be selected and approved by the Village of Bayside.
- 3.12 One (1) small play structure with a poly roof. Seats must be coated and final colors shall be selected and approved by the Village of Bayside. All posts, including caps, shall be aluminum and direct bury.

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- 3.13 One (1) large climbing rock structure (simulated rock) designed to emulate a natural rock formation. Final design shall be selected and approved by the Village of Bayside.

4.0 Deadlines for Delivery & Installation of New Playground Equipment & Related Services

- 4.1 The deadline for the complete delivery of all of the specified play structures and all additional playground equipment shall be on, or before, Friday, October 6th, 2006, unless otherwise approved in writing by the Village of Bayside. In addition, the vendor will be required to provide personnel (or subcontractor personnel) to monitor installation of playground equipment by village personnel until the equipment is satisfactorily installed.

5.0 Clean-up and Park Site Restoration

- 5.1 The successful vendor, by entering into a contract with the Village of Bayside for providing playground equipment is responsible for monitoring installation. The Village of Bayside shall be responsible for keeping Ellsworth Park safe and clean at all times. The successful vendor shall be responsible for the repair or restoration of unauthorized damage to Ellsworth Park and/or facilities caused by the delivery of playground equipment and materials.

6.0 Proposal Evaluation Criteria

- 6.1 Each submitted proposal for children's play equipment and related services will be evaluated by a three (3)-member Evaluation Committee. Evaluation criteria and associated values or "weights" shall consist of the following:
- 6.1.1 **Aggregate and Line Item Proposal Price**
(Complete Attachment No. 1 & submit in separate sealed envelope).....30%
 - 6.1.2 **Quality and Durability of Materials and Workmanship**.....25%
(Meets or exceeds minimum written specifications, components are made of high quality materials following stringent manufacturer's quality control standards, minimum use of play components more susceptible to breakage, excessive wear and tear and vandalism, etc.)
 - 6.1.3 **Play Interest, Stimulation, and Value**.....15%
(Evaluation of the quantity and quality of play components provided)
 - 6.1.4 **Overall Safety and Risk Management**.....15%
(Evaluation of enclosures; heights and design of play components and play platforms/decks; connectivity or flow of play events; age appropriateness; circulation routes/patterns; compatibility; etc.)
 - 6.1.5 **Quality of Composite Play Structure Design and Layout**.....12%
(Evaluation of total design and layout quality, including accessibility/compliance with A.D.A. standards, accessible components/features, variety of play events, age appropriateness, overall aesthetics and visual impression, circulation routes, flow and integration of play, etc.)

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- 6.1.6 **Overall Quality of Additional Services and Features
Contained in the Proposal.....3%**
(Extended product warranties, additional site inspections, services offered above
and beyond those required and/or specified in the RFP, etc.)

TOTAL.....100%

7.0 Proposal Rating Method

- 7.1 Each of the above-listed Evaluation Criteria will be rated according to the following method:

Quality Level	Quality Rating
Excellent	1.0
Very Good	0.8
Good	0.6
Fair	0.4
Poor	0.2
Deficient	0.0

8.0 Proposal Price Submittal

- 8.1 The Village of Bayside requests an aggregate/lump sum proposal to provide a new composite play structure, children's play equipment, and related services as listed and specified herein. Submit your aggregate proposal price on Attachment No. 1 in a separate sealed envelope. **It is mandatory to provide bids on both the base structure and the satellite structure(s). If exact satellite structures are not available by your company, please provide an equivalent/similar product attaching all product information to your proposal. The Village of Bayside reserves the right to make all final selections including, but not limited to, color and equipment.**
- 8.1.1 It is a mandatory requirement to submit with Attachment No. 1 a complete line item breakdown of each item comprising your aggregate proposal price. This line item breakdown must include the current retail or list price and the proposal price. **Failure to provide this line item proposal price breakdown will result in the rejection of your proposal.**
- 8.1.2 A vendor submitting a proposal is required to tabulate and provide a final rate of discount taken off their most current retail or list price. The Village of Bayside requires the vendor state on Attachment No. 1, if they will guarantee this rate of discount off their most current retail or list price for a period of two (2) calendar years beyond the date of the proposal opening.
- 8.2 Contractors must use Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) as subcontractors or providers of services or supplies. The awarded vendor must expend at least 20% of the contract amount for MBEs, and at least 5% of the contract amount for WBEs. **FIRMS WHICH DO NOT MEET THE 20%/5% GOALS MAY NOT BE AWARDED THIS CONTRACT.** Firms must submit with bids the attached Bid Form 1 in Appendix A (Project Subcontractors or Providers of Services or Supplies). Assistance in soliciting Minority and Women's Business is available from the

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Milwaukee Urban League at 374-5850 and the Milwaukee County Community
Development Program (CDP) at 278-5254.

9.0 References

- 9.1 Proposals shall include a list of six (6) past municipal or government clients who have purchased children's playground equipment from the vendor submitting the proposal within the last three calendar years (2003-2005). For each listed reference, please provide:

- Name and address of the municipal agency
- Name, title and day time telephone number of appropriate contact person
- Date(s) of play equipment purchases and installations.

10.0 Required Proposal Format

- 10.1 Proposals must be prepared and submitted according to the following format:

10.1.1 Cover Letter

10.1.2 Table of Contents

10.1.3 References

10.1.4 Note: Submit Attachment No. 1 with your aggregate proposal price in a separate, sealed envelope.

10.1.5 Submittal of Attachment No. 2 pertinent to Applicable Standards and Guidelines

10.1.6 Submittal of Attachment No. 3 pertaining to Complete List of Contractors

10.1.7 Provide all Required Proposal Submittal Information:

- Design Plans
- Itemized Play Component List
- Construction/Assembly Details
- Written Product Specifications

10.1.8 Copies of Product Warranties Submitted with Attachment No. 4

10.1.9 Copies of Product Liability Insurance Certificate with Attachment No. 5

10.1.10 Copies of Vendor's and/or Subcontractor's Liability Insurance Certificate with Attachment No. 5

10.1.11 Submittal of Attachment No. 6 pertaining to Requirements of Awarded Contracts

10.1.12 Submittal of Attachment No. 6 pertaining to Follow Up Services

10.1.13 Submittal of Attachment No. 7 pertaining to Vendor's Acceptance of Final
Playground Equipment Installation Work

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10.1.14 Submittal of Attachment No. 8 Affirmative Action Requirements and all Other Required Attachments and Supplementary Information

10.2 Number of Proposals to be Submitted: Submit one (1) original and have three (3) additional copies – Four (4) Total.

11.0 Applicable Standards and Guidelines

11.1 All new playground equipment shall verifiably meet or exceed the most current applicable standards and guidelines for public playground equipment set forth in the most current editions of the following:

11.1.1 “Standard Consumer Safety Performance Specifications For Playground Equipment For Public Use.” Designation F1487-01, of the American Society for Testing and Materials (ASTM).

11.1.2 “A Handbook For Public Playground Safety.” Publication No. 325 of the Consumer Products Safety Commission (CPSC).

11.2 Playground equipment manufactures are required to be certified by the International Playground Equipment Manufacturers Association (IPEMA), validating conformance to ASTM Designation F-1487-01. ISO-9001 certification through the International Organization for Standardization is also required. Vendors are required to fill out Attachment No. 2 verifying these certification requirements.

11.3 All required composite play structures shall meet or exceed the applicable guidelines set forth in the Americans With Disabilities Act Accessibility Guidelines (ADAAG). Vendors must provide a concise list indicating the exact number of accessible play equipment components or apparatus, the total percentage of the composite play structure that is accessible and in compliance with ADAAG requirements, and a description of each accessible play equipment component or apparatus. This information must be legitimate and verifiable. Vendors must display this information on their Design Plan submitted for each proposed composite play structure.

11.3.1 Access to the required composite play structure, designed for play by children ages 2-12, shall be provided by wheelchair accessible ramps and transfer modules as specified herein.

11.3.2 Access to the required composite play structure, designed for play by children ages 2-5, shall be provided by transfer modules as specified herein.

12.0 Required Proposal Submittal Information

12.1 Design Plans – A vendor submitting a proposal must provide their own Design Plan for each proposed composite play structure and additionally required playground equipment at a scale of one (1) inch equals 10 feet. Vendors may submit a maximum of two (2) different Design Plans for each required composite play structure. Each Design Plan must show, in plain view, the component design and layout of each composite play structure and additionally required playground equipment, including all fall zones, accessible routes, and any other pertinent design features you wish to include. Two (2) different perspective drawings of each composite play structure design, showing opposite views of the composite play structure, must also be submitted. Each Design Plan shall

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also include the required information addressing the most current ADAAG guidelines for accessibility. Vendor is responsible for viewing playground area and determining whether your plans will fit in the allocated area (current Ellsworth Park playground area).

- 12.1.1 Vendor submitting a proposal shall provide their name and vendor number on each of their Design Plans.
- 12.2 Itemized Play Component List – Each proposal must include a complete and detailed itemized list of each piece of the composite play structure and additional playground equipment comprising the proposal. This list shall include all support posts, decks, kick plates, etc. This list must also include, in a clear and easy-to-read line item manner, the most current retail or list price and weight (in pounds) of each play component or piece of playground equipment. **Failure to provide this required play component list will result in the rejection of the proposal.**
- 12.3 Construction/Assembly Details – Each proposal must include a separate construction or assembly detail for each play component or piece of playground equipment comprising the proposal and listed on the required Itemized Play Component List. These construction or assembly details must clearly illustrate the design, materials, assembly, installation, and intended use of each play component or piece of playground equipment. Exploded assembly plans and details are preferred by the Village of Bayside. Poorly prepared, cursory construction or assembly details will not be accepted. **Failure to provide these required construction/assembly details will result in the rejection of the proposal.**
- 12.4 Written Product Specifications – Each proposal must include, as a supplement to the required construction or assembly details, a detailed written specification describing each piece of the composite play structure and additional playground equipment comprising the proposal and listed on the required Itemized Play Component List. These specifications must provide a detailed written description of items such as hardware, fasteners, clamps, paints, coatings, powder coatings, post caps, etc., and must describe the characteristic, type, thickness, and dimension of materials used in the fabrication of the products being proposed. If the Village of Bayside, in its judgment, feels that the specifications provided do not provide sufficient product information, the vendor submitting the proposal may be required to provide additional or supplemental information. **Failure to provide the required detailed product specifications will result in the rejection of the proposal.**

13.0 Product Warranties

- 13.1 Warranties – The minimum acceptable manufacturer's limited product warranties against structural failure due to corrosion, natural deterioration, material defects, manufacturing defects, or workmanship shall be as follows:
- 13.1.1 100 years on all aluminum posts/uprights and beams and 100 years on all clamps, clamp hardware, and clamp systems.
- 13.1.2 15 years on all decks and metal components. This warranty shall include transfer modules, step or stair assemblies, vertical ladders, guardrails, handrails, pipe wall barriers, etc. and hardware with which these items are secured.
- 13.1.3 15 years on all plastic, polyethylene or rotationally molded components.

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- 13.1.4 5 years on all paint and powder, coated finishes, protective coatings, and plu-vinyl-chloride (p.v.c.) coatings against chipping, peeling, fading or other failure not related to standard, intended use or acts of vandalism.
- 13.1.5 5 years on bench thermo-plastic or plastisol coatings against peeling, chipping, cracking, rot or warp, chalking, and fading or color change.
- 13.1.6 1 year on all moving parts and any parts not covered by the above stated warranties.

14.0 Product Liability Insurance

- 14.1 Product Liability Insurance – The play equipment manufacturer must carry in full force, complete product liability insurance covering all play systems, composite play structures, and independent playground equipment. The limits of this coverage shall be no less than \$3,000,000 per occurrence. As proof of coverage, an acceptable certificate of product liability insurance must be attached to Attachment No. 5.

15.0 Requirements of Awarded Contracts

- 15.1 A vendor awarded a contract with the Village of Bayside will provide playground equipment as identified by the Village, and supervise installation, including:
 - 15.1.1 Assembly Tool Kit – Upon award of a contract or purchase order, the successful vendor shall provide three (3) complete tool kits containing any and all special or proprietary tools required for assembly/installation/repair of the play equipment. Cost of these tool kits shall be included in the submitted final proposal price.
 - 15.1.2 Component Parts List – Upon award of a contract or purchase order, the successful vendor shall provide three (3) additional copies of the required component parts list, showing all of the parts comprising each composite play structure and additional playground equipment, including all fasteners and hardware. Cost of these extra component parts lists is to be included in the submitted final proposal price.
 - 15.1.3 Replacement Hardware Kits – Upon award of a contract or purchase order, the successful vendor shall provide three (3) “replacement hardware kits” that are to include 24 (minimum) each of the most common bolts, fasteners and other types of connective hardware. Cost of these extra parts/hardware kits shall be included in the submitted final proposal price.
 - 15.1.4 Vendor must sign and submit Attachment No. 6 agreeing to provide the required number of 1) Assembly Tool Kits, 2) Component Parts Lists, and 3) Replacement Hardware Kits if awarded a contract or purchase order.

16.0 Follow-Up Services

- 16.1 The successful vendor shall provide the Village of Bayside with a qualified representative(s) to answer questions or properly address any problems related to the purchased playground equipment for a period of 12 months after the date of final acceptance of the contract work. Vendor submitting a proposal must sign and submit

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Attachment No. 7 agreeing to provide the required 12-month follow-up service to the Village of Bayside.

17.0 Vendor's Acceptance of Final Playground Equipment Installation Work

- 17.1 Upon completed installation of all playground equipment by the Village of Bayside, the vendor, must inspect each of the completed children's play environments and playground equipment installations. This inspection shall include a detailed playground safety audit performed according to the requirements and standards of the National Playground Safety Institute (NPSI) by an NPSI certified playground safety auditor.
- 17.1.1 The required playground safety audit shall be submitted to the Village of Bayside within 30 days of the completed installation of the playground equipment. The name, address, telephone number, and NPSI certification number of the individual completing the safety audit must be provided on the submitted audit form.
- 17.1.2 Vendor shall also submit to the Village of Bayside a certificate of the vendor's written acceptance of each completed playground equipment installation, stating in writing that all of the purchased playground equipment was installed following the play equipment manufacturer's instructions and details and that no violations or safety hazards exist due to installation of the playground equipment. Vendor's written acceptance shall be submitted to the Village of Bayside within 30 days of the completion of the playground equipment installation work.
- 17.1.3 Vendor submitting a proposal must sign and submit Attachment No.7 agreeing to provide the required playground safety audits and written acceptance of all playground equipment installation work.

18.0 Preparation and Delivery

- 18.1 Delivery of products or materials to the Village of Bayside is anticipated, since installation will be done by village staff. As such, the vendor is responsible for coordinating the delivery with the Village of Bayside and must deliver according to the Village's instructions. The successful vendor shall be responsible for the delivery of the required products and/or materials at the designated work site (Ellsworth Park).
- 18.2 The successful vendor shall make certain all bundles, crates, and cartons are palletized and properly labeled indicating type and number of contents when delivering any product or materials. Assembly and installation instructions shall be included with shipment. Unless otherwise required, the vendor shall notify the Village Manager, Andy Pederson, (414) 351-8811, at least three (3) workdays before delivery. No loading dock is available.

19.0 Equals & Trade Secrets

- 19.1 The Village of Bayside reserves the right to accept substitutions/equals as it deems fit. Substitutions/equals will be accepted in the proposal as long as they meet ADA requirements, safety guidelines referenced herein, and hardware etc. specifications. The Village of Bayside may request supporting information such as technical data, test results, or other pertinent information as evidence of meeting stated guidelines at any point during the award process.

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- 19.2 Such portions of a vendor's proposal that qualify as "trade secrets," as defined in Section 134.90 (1) (c) of the Wisconsin State Statutes, must be submitted to the Village of Bayside under a "request for a pledge of confidentiality."
- 19.3 Should the Village of Bayside dispute a vendor's request for a pledge of confidentiality, the material submitted will be returned to the vendor without evaluation. Therefore, the Village of Bayside suggests that only items truly qualifying as trade secrets be designated confidential.

20.0 Minimum Technical Specifications for New Playground Equipment & Related Services

- 20.1 Materials – All materials shall be structurally sound, suitable for safe play, and meet the most current standards and guidelines of the ASTM and CPSC. Steel parts shall be zinc plated, zinc-nickel plated, powder coated, or poly-vinyl-chloride (p.v.c.) coated.
- 20.2 Hardware & Fasteners – All structural and primary fasteners shall be stainless steel or carbon steel, finished with zinc, zinc-nickel or cadmium plating, so as to be corrosion resistant, and tamperproof in design. Primary fasteners shall be socketed and pinned (or equivalent) and tamperproof in design and meet the minimum torque requirements of IFI-125. All hardware necessary for complete assembly shall be provided.
- 20.3 Poly-Vinyl-Chloride Coatings – All metal components to be poly-vinyl-chloride (p.v.c.) coated shall be thoroughly cleaned in a hot phosphate pressure washer, then primed with a clear acrylic thermosetting solution. Primed parts shall be preheated prior to dipping in U.V. stabilized, liquid poly-vinyl-chloride, and then salt cured at approximately 400 degrees Fahrenheit. The finished coating shall be approximately .080" +/- .020" thick at an 85 durometer hardness and have a matte finish.
- 20.4 Polyester Powder Coating – All metal components to be powder coated shall be free of excess weld and spatter. Parts shall first be thoroughly cleaned in a pretreatment process with a hot phosphate bath or wash and a non-chrome sealer for corrosion resistance, then thoroughly dried. Powder coating shall be electrostatically applied and oven cured at 350 degrees Fahrenheit for a minimum of 20 minutes. Powder coating shall have an average thickness of .004" and a mar resistant finish with maximum exterior durability, having the very best adhesion characteristics available. Polyester powder coating shall meet or exceed ASTM Standards for:
- Adhesion (D-3359B)
 - Hardness (D-3363)
 - Flexibility (D-1735)
 - Impact (D-2794)
 - Overbake Resistance (D-2454)
 - Salt Spray Resistance (D-117)
- 20.5 The Village of Bayside reserves the right to select powder coat colors, as it desires, without altering the submitted proposal prices, except if requested colors are not available or are a "special order" item. Provide written information on available standard and optional powder coat colors. This also includes colors for all play apparatuses.

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- 20.6 Decks – Decks must be of a modular design, constructed of 12 gauge (minimum) carbon steel. Punched holes or patterned perforations shall be provided on all deck surfaces to provide for water drainage and the circulation of air and sunlight.
- 20.6A Decks shall have integral outside edges or sidewall stamped or forged of solid carbon steel conforming to ASTM specification A-569 and designed to fit flush with the outside edge of the vertical support posts, so as to maximize the available play surface. Reinforcement shall be provided to ensure structural integrity. Expanded metal decks shall not be allowed.
- 20.6B All deck materials shall be poly-vinyl-chloride (p.v.c.) coated as specified. Uncoated metal decks will not be accepted. Provide written information on available standard and optional deck colors.
- 20.7 Rotationally Molded Polyethylene Materials – All polyethylene shall be linear low density material that is U.V. and color stabilized. Rotationally molded products shall meet or exceed ASTMS-1248, Type 2, Class A. Minimum tensile strength shall be 2500 PSI, per ASTM D638.
- 20.8 Compression Molded Polyethylene Materials – Compression molded products or components shall be fabricated from 3/4O thick, high-density polyethylene that has been specifically formulated for U.V. stability and color retention. Compression molded products shall meet or exceed a density of .933/G/cc per ASTM D1505, with a minimum tensile strength of 2,400 PSI per ASTM D636.
- 20.9 Permalene Parts – These parts shall be manufactured from a minimum 3/4” thick high-density polyethylene that has been formulated for U.V. stability and color retention. Permalene shall meet or exceed density of .933 G/cc per ASTM D1505, tensile strength of 2400 PSI per ASTM D638. Two color permalene products shall have a minimum of two (2) .070” thick exterior layers over one (1) .610” interior core of a contrasting color.
- 20.10 Posts – Vertical post lengths may vary depending upon intended application. Intrusion into post for securing attachments must be self-sealing. Hollow roll pins allowing condensation on inside of posts are not allowed. All posts shall be powder coated. All posts shall have a “finish grade” mark located on the outside of the post identifying the exact bury line required for correct installation and the top of the loose fill resilient safety surface material. Top caps for posts shall be die cast from aluminum alloy and powder coated to match the post color. All post caps shall be factory installed and secured in place with appropriate rust resistant, self-sealing, tamper resistant fasteners.
- 20.10.1 Only aluminum posts will be allowed. All aluminum posts are to be manufactured from extruded seamless aluminum tubing conforming to ASTM B-221 and QQ-A-200189 or equal. Posts shall have a minimum 4-1/2 inch outside diameter with a minimum .125” wall thickness. Any request for exception to this minimum 4-1/2 inch outside post diameter requirement must be made in letter of notice to the Village Manager. Minimum aluminum post mechanical properties:
Yield Strength (min.): 35,000 PSI, Tensile Strength (min.): 38,000 PSI, %
Elongation in two (2) inches: 10, Modulus of Elasticity: 10 x 106 PSI.
- 20.10.2 Steel Posts – Steel post are not allowed (except for use on swing sets).

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- 20.10.3 Pursuant to ASTM Designation: F1487-01, Section 14.0 – Labeling, an appropriate number of vertical posts shall also have safety/warning labels and a separate manufacturer's identification label.
- 20.11 Post Clamps – All post clamps shall be constructed of a cast aluminum alloy having a minimum tensile strength of 45,000 PSI with a minimum yield strength of 22,000 PSI. All clamps shall be designed to minimize protrusions. Corrosion, rust, and tamper resistant fasteners shall be used to retain clamps. Rivets and/or pins used to the vertical posts shall be rust resistant. All clamps shall be powder coated, with colors available to enable the color of the clam to exactly match the color of the post.
- 20.11.1 Cast steel clamps are allowed, provided they meet the minimum material strength tolerances state above and are zinc, zinc-nickel, and/or cadmium plated before powder coatings. Steel clamps shall be warranted for a minimum of 100 years.
- 20.12 Swing Set – All vertical posts and horizontal beams shall be constructed of extruded aluminum alloy tubing or steel tubing with a minimum 4 ½-inches O.D. and .125" wall thickness. All posts and beams shall have a powder coat finish. All swing seat rubber shall be UV stabilized. All rubber swing seat reinforcing shall be stainless steel or galvanized steel and rust resistant.
- 20.12.1 Bolt links shall be forged steel with a zinc alloy finish and supplied with a 3/8" x 1-1/4" hex-pin limited thread bolt, or equal. Fasteners shall be 7/16" x 2-7/16" hex head limited thread bolt and a 3/8" x 1-1/4" hex-pin limited thread bolt, or equal. "S" hook hardware or fasteners are not allowed.
- 20.12.2 Swing chain shall be steel 4/0 straight link chain, 670 lbs. minimum working load limit. Finish shall be hot galvanized.
- 20.12.3 Primary Fasteners shall be tamperproof in design and corrosion and rust resistant.

21.0 Pre-Proposal Questions & Conference

- 21.1 All pre-proposal questions shall be directed to the Village Manager at:

Andy Pederson, Village Manager
Village of Bayside
9075 N. Regent Road
Bayside, WI 53217

Phone: (414) 351-8811 Fax: (414) 351-8819
E-Mail: apederson@bayside-wi.gov

- 21.2 A pre-proposal conference will be held on August 8th, 2006 at 10:00 AM at the Village of Bayside, 9075 N. Regent Road, Bayside, WI 53217.

VILLAGE OF BAYSIDE
FEDERALLY FUNDED PROJECT - CDBG

Appendix A: MBE/WBE BID FORM 1

Project Subcontractors or Providers of Services & Supplies

MBE/WBE BID FORM 1

PROJECT SUBCONTRACTORS OR PROVIDERS OF SERVICES & SUPPLIES

Submit to:

Milwaukee County Community Development
City Campus, Floor 1, Room 102
2711 W. Wells Street
Milwaukee, WI 53208

Submitting Firm _____
Project _____

FIRM'S NAME	ADDRESS & PHONE	INDICATE IF CONSTRUCTION, SERVICES, OR SUPPLIES	TRADE, IF CONSTRUCTION	INDICATE IF MINORITY (MBE) OR WOMAN BUSINESS (WBE)	DOLLAR AMOUNT

**Appendix B: Milwaukee County Community Development
Program Contract Specifications**

MILWAUKEE COUNTY
COMMUNITY DEVELOPMENT PROGRAM
CONTRACT CERTIFICATIONS

The contracted firm executing this agreement specifically acknowledges and certifies:

- (1) The Federal Labor Standards Provision (HUD 4010) and General Wage Decision are included as parts of this contract, and that correction of any infractions of the aforesaid conditions, including infractions by any of the contracted firm's subcontractors, is the contracted firm's responsibility.
- (2) Neither the firm nor any firm, corporation, partnership, or association in which the firm has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6 (b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3 (a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)) or by the Department of Housing and Urban Development. No part of this contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership, or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
- (3) The contracted firm will enter into a written contract with any subcontractor subcontracted for this job. In addition to work-related information, this contract will include:
 - (a) The Community Development Program Contract Certifications;
 - (b) The Federal Labor Standards Provisions
 - (c) The General Wage Decision issued for this contract; and
 - (d) The Special Instructions to Payroll Officers, with attachments.
- (4) The applicability of the Contract Work Hours and Safety Standards Act (40 USC 327-333) to this contract, which provides that work in excess of 40 hours per week will be compensated at rates not less than one and one-half times the basic rate of pay, and that violations of this Act will render the responsible contractor and/or subcontractor liable for unpaid wages and liquidated damages.
- (5) This is notice the County shall withhold, or cause to be withheld, from the amount due the contracted firm, funds sufficient to ensure payment of underpayments and liquidated damages arising from the contracted firm's, or any subcontractor's, violations of federal labor standards provisions.

**Appendix C: U.S. Department of Housing and Urban Development Applicable
Community Development Block Grant Program Regulations**

**U.S. DEPARTMENT
OF HOUSING AND URBAN DEVELOPMENT
APPLICABLE COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM REGULATIONS**

MUNICIPAL AND COUNTY PROJECTS

The awarded firm shall enter into an agreement which shall require the firm, as Contractor, to perform the following:

1. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

This Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder prior to the HUD authorization of the funding approval.

2. Equal Employment Opportunity

This Agreement is subject to HUD Equal Employment Opportunity Regulations at 24 CFR Part 130 applicable to HUD assisted construction contracts.

The Contractor shall be subject to and cause or require to be inserted in full in any nonexempt contract and subcontract for construction work, or modification thereof, as defined in said regulations, which is paid for in whole or in part with assistance provided under this Agreement, the following equal opportunity clause:

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during the employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

- (3) The Contractor will send to each labor union or representative of workers with which has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Contractor's commitment under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor.
 - (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.
- The Contractor agrees that it will assist and cooperate actively with the Department and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the Department and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the Department in the discharge of its primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of equal opportunity clause as may be imposed upon contractors and subcontractors by the Department or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the Department may take any or all of the following actions: cancel, terminate, or suspend in whole or in part the Agreement, and refer the case to the Department of Justice for appropriate legal proceedings.

3. Lead-Based Paint Hazards

The construction or rehabilitation of residential structures with assistance provided under the Agreement is subject to the HUD Lead-Based Paint Regulations (24 CFR Part 35). Any rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the provisions for the elimination of lead-based paint hazards under Subpart B of said regulations.

4. Compliance with Air and Water Acts

This Agreement is subject to the requirements of the Clean Air Act, as amended (42 USC 1857 et. seq.), the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.), and the regulations of the Environmental Protection Agency with respect thereto (at 40 CFR Part 15), as amended from time to time.

The Contractor agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857c-8), and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318), relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

The Contractor agrees to inform Milwaukee County of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

The Contractor agrees to include or cause to be included the criteria and requirements in this Section in every nonexempt subcontract, and that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which as given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

5. Obligations of Contractor with Respect to Certain Third Party Relationships

The Contractor shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program with respect to which assistance is being provided under this Agreement. The Contractor shall comply with all lawful requirements of Milwaukee County necessary to ensure that the program, with respect to which assistance is being provided under this Agreement to the County, is carried out in accordance with the Assurances and Certifications submitted in application for such assistance.

6. Interest of Members, Officers, or Employees of Grantee, Members of Local Governing Body, or Other Public Officials

No member, officer or employee of Milwaukee County, or its designees or agents, no member of governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

**Appendix D: Notice of Requirement for Affirmative Action to Ensure
Equal Employment Opportunity**

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NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

A. The notice of requirements for affirmative action to ensure equal employment opportunity is required in all construction contracts over \$10,000.

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Equal Employment Opportunity Construction Contract Specifications" set forth herein. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the Milwaukee Standard Metropolitan Statistical Area (counties of Milwaukee, Ozaukee, Waukesha and Washington).
2. The goal for minority participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area is 8.0%.

(Proposed goal for the Standard Metropolitan Statistical Area (Counties of Milwaukee, Waukesha, Ozaukee and Washington), according to the Federal Register, September 7, 1979, Vol. 44, No. 175.).

The goals and timetables for female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

From 4/1/79 until 3/31/80	<u>5.0%</u>
From 4/1/80 until Further Notice	<u>6.9%</u>

(Final goal for the nation, according to the Federal Register, April 7, 1978, Vol. 43, No. 68.).

These goals are applicable to all the Contractor's construction work performed in the covered area whether or not federal and/or County funds are involved.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR 60-4 and/or County Ordinances Section 56.17 (1c), shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and/or County Ordinances 56.17 (1c) and its efforts to meet the goal established for the covered area. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, the regulations in 41 CFR Part 60-4 and/or County Ordinances Section 56.17 (1C). Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs, and send a copy of such notification to the Contract Compliance Auditor for Milwaukee County within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employee identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract and the covered area in which the contract is to be performed.

**Appendix E: Standard Federal Equal Employment Opportunity
Construction Contract Specifications (Executive Order 11246)**

CONTRACT SPECIFICATIONS FOR CONSTRUCTION
OF FEDERAL BUILDINGS AND OTHER
FEDERAL PROPERTY

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of Far East, Southeast Asia, the Indian Sub-continent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions

participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority

and female off-the-street applicant and minority or female referred from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations: by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of Construction work at any job site. A written record shall be made and maintained identifying the time and place for these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and

women, and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and perform under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with an person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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Appendix F: Federal Labor Standards Provisions

Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development



Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate),

HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such

benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3.(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. (i) **Apprentices and Trainees.** Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an

apprentice. The allowable ratio of apprentices to journeymen on the job in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. An apprentice listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to employ apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is no apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and other clauses as HUD or its designee may by appropriate instruction require, and also a clause requiring the subcontractors to include the same clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration. . . makes, utters or publishes any statement, knowing the same to be false. . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives com-

pensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

NOTE: After January 1, 1986, FEDERAL OVERTIME will require premium pay only after 40 hours in a week.

Appendix G: General Wage Decisions

GENERAL DECISION: WI20030019 07/14/2006 WI19

Date: July 14, 2006

General Decision Number: **WI20030019** 07/14/2006

Superseded General Decision Number: WI020019

State: Wisconsin

Construction Type: Heavy

Counties: Wisconsin Statewide.

HEAVY CONSTRUCTION PROJECTS (Excluding Tunnel, Sewer, and Water Lines), AND HOPPER DREDGE PROJECTS

Modification Number	Publication Date
0	06/13/2003
1	03/12/2004
2	04/16/2004
3	06/25/2004
4	07/16/2004
5	07/30/2004
6	11/26/2004
7	07/08/2005
8	07/29/2005
9	09/09/2005
10	12/02/2005
11	03/03/2006
12	04/07/2006
13	06/09/2006
14	07/14/2006

BRWI0001-002 06/01/2006

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPLEAU,
AND
VERNON COUNTIES

	Rates	Fringes
Bricklayer.....	\$ 27.03	12.50

BRWI0002-002 06/01/2006

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
Bricklayer.....	\$ 32.44	12.40

* BRWI0002-005 06/01/2006

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA,
CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC,
FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE,
LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE,
MENOMINEE,
OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK,
SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA,
WAUSHARA,
WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
Cement Mason.....	\$ 26.15	12.00

BRWI0003-002 06/01/2006

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO
COUNTIES

	Rates	Fringes
Bricklayer.....	\$ 26.78	12.75

BRWI0004-002 06/01/2006

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
Bricklayer.....	\$ 30.23	13.30

BRWI0006-002 06/01/2006

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,
ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
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Bricklayer.....\$ 27.18 12.35

BRWI0007-002 06/01/2006

GREEN, LAFAYETTE, AND ROCK COUNTIES

Rates Fringes

Bricklayer.....\$ 28.07 13.25

BRWI0008-002 06/01/2006

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

Bricklayer.....\$ 30.75 12.65

BRWI0009-001 06/01/2006

GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA,
WASHARA,
AND WINNEBAGO COUNTIES

Rates Fringes

Bricklayer.....\$ 26.78 12.75

BRWI0034-002 06/01/2006

COLUMBIA AND SAUK COUNTIES

Rates Fringes

Bricklayer.....\$ 28.67 12.85

* CARP0087-001 05/01/2006

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys
35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

Rates Fringes

Carpenter & Piledrivermen.....\$ 25.64 11.38

CARP0252-002 06/01/2004

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO,
 BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA,
 CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except
 area bordering Michigan State Line), FOND DU LAC, FOREST,
 GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON,
 JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN,
 MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE,
 MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E.
 of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE,
 PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN,
 ST CROIX (E. of Hwy 65), TAYLOR, TREMPLEAU, VERNON, VILAS,
 WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND
 WOOD
 COUNTIES

	Rates	Fringes
Carpenters		
Carpenter.....	\$ 24.31	10.43
Millwright.....	\$ 25.91	10.43
Piledriver.....	\$ 24.81	10.43

 CARP0252-010 06/01/2004

ASHLAND COUNTY

	Rates	Fringes
Carpenters		
Carpenter.....	\$ 22.02	10.43
Millwright.....	\$ 25.91	10.43
Pile Driver.....	\$ 24.81	10.43

 CARP0264-003 06/01/2004

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND
 WASHINGTON
 COUNTIES

	Rates	Fringes
Carpenter.....	\$ 27.34	11.01

 * CARP0361-004 05/01/2006

BAYFIELD (Western 1/3) AND DOUGLAS COUNTIES

	Rates	Fringes
Carpenter.....	\$ 27.07	12.31

CARP2337-001 06/01/2004		

	Rates	Fringes
Piledriverman		
Zone A.....	\$ 25.76	14.37
Zone B.....	\$ 22.98	14.37

ZONE DEFINITIONS

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON COUNTIES

ZONE B: KENOSHA & RACINE COUNTIES

CARP2337-003 06/01/2004

	Rates	Fringes
Millwright		
Zone A.....	\$ 26.32	13.98
Zone B.....	\$ 25.27	13.78
Zone C.....	\$ 25.17	13.78
Zone D.....	\$ 25.32	13.78
Zone E.....	\$ 25.37	13.53

ZONE DEFINITIONS

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON COUNTIES

ZONE B: KENOSHA COUNTY

ZONE C: RACINE COUNTY (Area East of Hwy 75)

ZONE D: JEFFERSON (South of I-94), RACINE (West of Hwy 75),
and WALWORTH COUNTIES

ZONE E: DODGE AND JEFFERSON (North of I-94) COUNTIES

ELEC0014-002 06/01/2006

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK
(except Maryville, Colby, Unity, Sherman, Fremont, Lynn &
Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA
CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST
CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON, AND WASHBURN
COUNTIES

Rates	Fringes
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Electricians:.....\$ 27.76	27.8%+6.60
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ELEC0127-002 12/01/2005

KENOSHA COUNTY

Rates	Fringes
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Electricians:.....\$ 30.64	25.8%+6.05
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ELEC0158-002 06/01/2005

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig),
MARINETTE(Wausaukee and area South thereof), OCONTO, MENOMINEE
(East of a line 6 miles West of the West boundary of Oconto
County), SHAWANO (Except Area North of Townships of Aniwa and
Hutchins) COUNTIES

Rates	Fringes
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Electricians:.....\$ 26.25	26.75%+6.75
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ELEC0159-003 06/01/2005

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and
Emmet Townships), GREEN, LAKE (except Townships of Berlin,
Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of
Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK
COUNTIES

Rates	Fringes
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Electricians:.....\$ 28.12	28%+6.71
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ELEC0219-004 06/01/2005

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern,
Florence and Homestead) AND MARINETTE COUNTY (Township of
Niagara)

	Rates	Fringes
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Electricians:

Electrical contracts over \$90,000.....	\$ 25.93	12.20
Electrical contracts under \$90,000.....	\$ 23.74	12.13

ELEC0242-005 06/01/2006

DOUGLAS COUNTY

	Rates	Fringes
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Electricians:.....	\$ 29.00	56.9%
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ELEC0388-002 06/01/2004

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman,
Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON,
MARINETTE (Area North of the town of Wausaukee), MENOMINEE
(Area West of a line 6 miles West of the West boundary of
Oconto County), ONEIDA, PORTAGE, SHAWANO (Area North of the
townships of Aniwa and Hutchins), VILAS AND WOOD COUNTIES

	Rates	Fringes
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Electricians:.....	\$ 25.00	12.16
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ELEC0430-002 06/01/2005

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
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Electricians:.....	\$ 29.67	14.26
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ELEC0494-005 06/01/2005

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 28.17	16.63

 ELEC0890-003 06/01/2005

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE,
 RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 27.50	13.72

 ELEC0953-001 06/01/2005

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 30.22	4.50+28.75%
(2) Heavy Equipment Operator.....	\$ 27.20	4.50+28.75%
(3) Equipment Operator.....	\$ 24.18	4.50+28.75%
(4) Heavy Groundman Driver..	\$ 21.15	4.50+28.75%
(5) Light Groundman Driver..	\$ 19.64	4.50+28.75%
(6) Groundsman.....	\$ 16.62	4.50+28.75%

 ENGI0139-001 06/01/2005

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND
 WAUKESHA
 COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 31.09	15.00
Group 2.....	\$ 30.59	15.00
Group 3.....	\$ 30.09	15.00
Group 4.....	\$ 29.80	15.00
Group 5.....	\$ 27.92	15.00
Group 6.....	\$ 22.77	15.00

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes, and Derricks with or w/o
 attachments with a lifting capacity of over 100 tons; or

Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths measuring 176 feet or longer; Boring Machines (directional); Master Mechanic

GROUP 2: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; or Cranes, Tower Cranes and Derricks with boom, leads and/or jib lengths measuring 175 feet or less; Backhoes (excavators) having a manufacturer's rated capacity of 3 cu yds and over; Caisson Rigs; Pile Drivers; Boring Machines (vertical or horizontal)

GROUP 3: Backhoes (excavators) under 3 cu yd; Traveling Crane (bridge type); Skid Rigs; Dredge Operator; Concrete Paver (over 27E); Concrete Spreader and Distributor; Forklift (machinery- moving / steel erection); Hydro Blaster, 10,000 psi and over

GROUP 4: Material Hoists; Stack Hoists; Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 5 tons or under (tractor or truck mounted); Concrete Pumps; Tractor over 40 hp; Bulldozer over 40 hp; End Loader over 40 hp; Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Mechanic and Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Rotary Drill Operator and Blaster; Percussion Drill Operator; Air Track Drill and/or Hammers; Tencher (wheel type or chain type having 8 inch or larger bucket); Milling Machine

GROUP 5: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machines (road type); Rubber Tired Roller; Concrete Batch Hopper; Concrete Conveyor Systems; Grout Pumps; Concrete Mixers (14S or over); Screw Type Pumps and Gypsum Pumps; Tractor, Bulldozer, End Loader (under 40 hp); Trencher (chain type, bucket under 8 inch); Industrial Locomotives; Rollers under 5 tons; Firemen (pile drivers and derricks); Manhoist; Lift Slab Machines; Robotic Tool Carrier with or without attachments

GROUP 6: Tampers - Compactors (riding type); Assistant Engineer; A-Frames and Winch Trucks; Concrete Auto Breaker; Hydrohammers (small); Brooms and Sweepers; Hoist (tuggers); Stump Chippers (large); Boats (Tug, Safety, Work Barges, Launch); Shouldering Machine Operator; Screed Operator; Screed Operator; Stone Crushers and Screening Plants;

Prestress Machines; Screed Operators (milling machine),
 Farm or Industrial Tractor Mounted Equipment; Post Hole
 Digger; Fireman (asphalt plants); Air Compressors, over and
 under 400 CFM; Generators, over and under 150 KW; Augers
 (vertical and horizontal); Air, Electric, Hydraulic Jacks
 (slipform); Skid Steer Loaders (with or without
 attachments); Boiler Operators (temporary heat);
 Refrigeration Plant/Freeze Machines; Power Pack
 Vibratory/Ultra Sound Drivers and Extractors; Welding
 Machines; Heaters (mechanical); Pumps; Winches (small
 electric); Oiler and Greaser; Conveyor; Forklifts;
 Elevators: Automatic Hoists; Pumps (well points);
 Combination Small Equipment Operators

 ENGI0139-003 06/05/2006

STATEWIDE (Except Kenosha, Milwaukee, Ozaukee, Racine,
 Washington, and Waukesha)

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 29.62	15.30
Group 2.....	\$ 28.62	15.30
Group 3.....	\$ 28.12	15.30
Group 4.....	\$ 27.59	15.30
Group 5.....	\$ 25.52	15.30
Group 6.....	\$ 24.89	15.30

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes and Derricks with or without
 attachments with a lifting capacity of over 100 tons;
 Cranes, Tower Cranes, and Derricks with boom, leads and/or
 jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) having a manufacturer's rated
 capacity of 3 cu yd and over; Cranes, Tower Cranes and
 Derricks with or without attachments with a lifting
 capacity of 100 tons or less; Cranes, Tower Cranes, and
 Derricks with boom, leads, and/or jib lengths 175 ft or
 less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) under 3 cu yd; Travelling
 Crane (bridge type); Milling Machine; Concrete Paver over
 27 E; Concrete Spreader and Distributor; Concrete Laser

Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete and Grout Pumps; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweepers; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freeze Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators, over or under 150 kw; Compressors, under 400 CFM; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Conveyor; Elevator Operator

IRON0008-002 06/01/2005

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC,
MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND
WINNEBAGO
COUNTIES:

	Rates	Fringes
Ironworker.....	\$ 25.31	15.78

IRON0008-003 06/01/2005

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3),
WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Ironworker.....	\$ 27.12	15.78

* IRON0383-001 06/01/2006

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST,
GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA,
JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON,
MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern
area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA,
WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
Ironworker.....	\$ 28.05	14.34

IRON0498-005 06/01/2005

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and
WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
Ironworker.....	\$ 30.66	21.52

IRON0512-008 05/01/2006

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON,
PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPLEAU

COUNTIES

	Rates	Fringes
Ironworker.....	\$ 30.44	17.98

IRON0563-004 05/01/2005		

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,
PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
Ironworker.....	\$ 26.24	15.27

LABO0113-002 06/01/2004		

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
Laborers:		
Group 1.....	\$ 21.12	10.57
Group 2.....	\$ 21.27	10.57
Group 3.....	\$ 21.47	10.57
Group 4.....	\$ 21.62	10.57
Group 5.....	\$ 21.77	10.57
Group 6.....	\$ 17.61	10.57

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;
Demolition and Wrecking Laborer; Guard Rail, Fence, and
Bridge Builder; Landscaper; Multiplate Culvert Assembler;
Stone Handler; Bituminous Worker (Shoveler, Loader, and
Utility Man); Batch Truck Dumper or Cement Handler;
Bituminous Worker (Dumper, Ironer, Smoother, and Tamper);
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated); Chain Saw Operator; Demolition Burning Torch
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LABO0113-003 06/01/2004

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
Laborers:		
Group 1.....	\$ 20.37	10.57
Group 2.....	\$ 20.47	10.57
Group 3.....	\$ 20.52	10.57
Group 4.....	\$ 20.72	10.57
Group 5.....	\$ 20.57	10.57
Group 6.....	\$ 17.46	10.57

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LABO0140-002 06/01/2004

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT,
 CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR,
 DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST,
 GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA,
 JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN,
 MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE,
 MONROE,
 OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE,
 RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST.
 CROIX, TAYLOR, TREMPLEAU, VERNON, VILLAS, WALWORTH,
 WASHBURN,
 WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
Laborers:		
Group 1.....	\$ 20.70	9.17
Group 2.....	\$ 20.80	9.17
Group 3.....	\$ 20.85	9.17
Group 4.....	\$ 21.05	9.17
Group 5.....	\$ 20.90	9.17
Group 6.....	\$ 17.33	9.17

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;
 Demolition and Wrecking Laborer; Guard Rail, Fence, and
 Bridge Builder; Landscaper; Multiplate Culvert Assembler;
 Stone Handler; Bituminous Worker (Shoveler, Loader, and
 Utility Man); Batch Truck Dumper or Cement Handler;
 Bituminous Worker (Dumper, Ironer, Smoother and Tamper);
 Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
 (Pavement); Vibrator or Tamper Operator (Mechanical Hand
 Operated)

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
 (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LABO0237-002 06/01/2004

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
Laborers:		
Group 1.....	\$ 18.98	11.77
Group 2.....	\$ 19.13	11.77
Group 3.....	\$ 19.33	11.77
Group 4.....	\$ 19.30	11.77
Group 5.....	\$ 19.63	11.77
Group 6.....	\$ 16.12	11.77

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LABO0464-003 06/01/2004

DANE COUNTY

	Rates	Fringes
Laborers:		
Group 1.....	\$ 20.98	9.17

Group 2.....	\$ 21.08	9.17
Group 3.....	\$ 21.13	9.17
Group 4.....	\$ 21.33	9.17
Group 5.....	\$ 21.18	9.17
Group 6.....	\$ 17.33	9.17

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/01/2004

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
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Painters:

New:

Brush, Roller.....	\$ 24.42	9.91
Spray, Sandblast, Steel....	\$ 25.02	9.91

Repaint:

Brush, Roller.....	\$ 22.92	9.91
Spray, Sandblast, Steel....	\$ 23.52	9.91

PAIN0108-002 06/01/2005

RACINE COUNTY

	Rates	Fringes
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Painters:

Brush, Roller.....	\$ 23.75	11.71
Spray & Sandblast.....	\$ 24.75	11.71

PAIN0259-002 06/01/2005

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK,
SAWYER, ST. CROIX, AND WASHBURN COUNTIES

	Rates	Fringes
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Painters:.....	\$ 22.06	10.10
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PAIN0259-004 06/01/2005

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU,
AND
VERNON COUNTIES

	Rates	Fringes
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Painter.....	\$ 17.38	7.35
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PAIN0781-002 06/01/2005

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA
COUNTIES

	Rates	Fringes
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Painters:

Bridge.....	\$ 25.14	11.80
Brush.....	\$ 24.79	11.80
Spray & Sandblast.....	\$ 25.54	11.80

PAIN0802-002 06/01/2005

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,
ROCK, AND SAUK COUNTIES

	Rates	Fringes
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Painters:

Brush.....	\$ 23.10	9.80
Structural Steel, Spray, Bridges.....	\$ 24.10	9.80

PAIN0802-003 06/01/2005

ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN
LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC,
MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA,
OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS,
WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
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Painters:.....	\$ 19.52	6.72
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PAIN0934-001 06/01/2005

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
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Painters:

Brush.....	\$ 24.34	11.12
Spray.....	\$ 25.34	11.12
Structural Steel.....	\$ 24.49	11.12

PAIN1011-002 06/01/2005

FLORENCE COUNTY

	Rates	Fringes
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Painters:.....	\$ 21.25	6.05
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* PLAS0599-010 06/01/2006

	Rates	Fringes
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Cement Mason

Area 1.....	\$ 26.97	12.43
Area 2 (BAC).....	\$ 26.15	12.00
Area 3.....	\$ 25.30	12.85
Area 4.....	\$ 26.30	11.85
Area 5.....	\$ 25.87	12.28

Area 6.....\$ 23.34 14.81

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN
COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET,
CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE,
FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE,
LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE,
MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK,
PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR,
VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD
COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA
CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND
VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA
COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK
COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

* PLUM0011-003 05/01/2006

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, SAWYER, AND
WASHBURN
COUNTIES

	Rates	Fringes
Plumber.....	\$ 31.75	12.65

PLUM0075-002 06/01/2005

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Plumber.....	\$ 31.35	10.89

PLUM0075-004 06/01/2005

DODGE (Watertown), GREEN, JEFFERSON, LAFAYETTE, AND ROCK
COUNTIES

	Rates	Fringes
Plumber/Pipefitter.....	\$ 31.60	10.89

PLUM0075-009 06/01/2002

COLUMBIA, DANE, IOWA, MARQUETTE, RICHLAND AND SAUK COUNTIES

	Rates	Fringes
Plumber.....	\$ 30.60	10.74

PLUM0118-002 06/01/2005

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 29.41	13.69

PLUM0400-003 06/01/2005

ADAMS,BROWN, CALUMET, DODGE (except Watertown), DOOR, FOND DU
LAC, GREEN LAKE,KEWAUNEE, MANITOWOC, MARINETTE (except
Niagara), MENOMINEE, OCONTO, OUTAGAMIE, SHAWANO, SHEBOYGAN,
WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
Plumber/Pipefitter.....	\$ 28.42	11.12

PLUM0434-002 06/01/2004

BARON, BUFFALO, CHIPPEWA, CLARK, CRAWFORD, DUNN, EAU CLAIRE,
FLORENCE, FOREST, GRANT, JACKSON, JUNEAU, LA CROSSE, LANGLADE,
LINCOLN, MARATHON, MONROE, ONEIDA, PEPIN, PIERCE, POLK,
PORTAGE, PRICE, RUSK, ST. CROIX, TAYLOR, TREMPLEAU, VERNON,
VILAS, AND WOOD COUNTIES

	Rates	Fringes
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Pipefitter.....\$ 27.45 10.62

PLUM0506-007 06/01/2003

MARINETTE COUNTY (Niagara only)

Rates Fringes

Plumber/Pipefitter

(1) Jobs where plumbing
bid is \$50,000 or less.....\$ 20.56 12.05
(2) All other work.....\$ 25.71 12.05

SELF-PROPELLED HOPPER DREDGE:

Drag Tender \$ 8.78 \$4.23+A

FOOTNOTE:

A. Paid Holidays: New years Day, Washington's Birthday,
Memorial Day, Independence Day, Labor Day, Paul Hall's Birthday
(August 20), Veteran,s Day, Thanksgiving Day, and Christmas Day

WELL DRILLER \$16.52 \$3.70

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates
listed under the identifier do not reflect collectively
bargained wage and fringe benefit rates. Other designations
indicate unions whose rates have been determined to be

prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

VENDORS PLEASE NOTE:

COMPLETE ATTACHMENT NO. 1 FOLLOWING THE INSTRUCTIONS PROVIDED

**BE SURE TO PLACE YOUR COMPLETED ATTACHMENT NO. 1 IN A SEPARATE
SEALED ENVELOPE AS REQUIRED**

ATTACHMENT NO. 1

Please use this sheet to provide your required Proposal Price-Line Item Price Breakdown. When you have completed this sheet, submit in a separate sealed envelope together with your completed proposal package. Use additional copies if necessary.

Vendor submitting a proposal must attach to Attachment No. 1 a complete line item list or breakdown of each item comprising your aggregate proposal price. **Failure to provide this line item proposal price breakdown will result in the rejection of your proposal.**

Vendor submitting a proposal is asked to tabulate and state their final rate of discount taken off of the most current retail or list price for new children's play equipment and related products and services.

Rate of Discount is:

Are you willing to guarantee or “lock” this rate of discount off of your most current retail or list prices for a period of two (2) calendar years beyond the date of this proposal opening, extending this rate of discount to the Village of Bayside on possible additional purchases of the play equipment and related services specified in this RFP?

Indicate your response by circling yes or no: YES NO

Authorized Signature: _____

Name (please type or print): _____

Title: _____

Date: _____

Company: _____

ATTACHMENT NO. 2

IPEMA and ISO-9001 and ISO-14001 Certifications

Provide name and address of play equipment manufacturer(s):

If the above named play equipment manufacturer(s) are owned by a larger corporation, you must provide below the name and address of the corporate owner:

Indicate below (circle yes or no) if the above listed play equipment manufacturer maintains required certification in the International Playground Equipment Manufacturers Association (IPEMA) and the International Organization for Standardization (ISO-9001):

IPEMA	Yes	No	ISO	Yes	No
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If yes, please attach copies of IPEMA validation of ASTM Designation F-1487-01 and ISO-9001 Certification

Note: IPEMA and ISO certifications are required.

This form was completed by:

Authorized Signature: _____

Name (please type or print): _____

Title: _____

Date: _____

Company: _____

ATTACHMENT NO. 3

COMPLETE LIST OF CONTRACTORS:

Name and Address of Proposed Contractors:

Class of Work:

1. _____

Telephone: _____ Years of Experience: _____

Attach appropriate certificate of license or training to this sheet.

2. _____

Telephone: _____ Years of Experience: _____

Attach appropriate certificate of license or training to this sheet.

If necessary, use additional copies of this form.

This list can not be altered after submission without written consent of the Village of Bayside.
If work is to be done by the vendor, they must insert their name in the space provided.

Note: The Village of Bayside reserves the right to reject any, and all, proposals; to waive informalities; or to accept any proposal deemed to be in the best interest of the village. **The Village of Bayside will provide installation services and the vendor and/or subcontractor will provide monitoring of installation.**

Attachment No. 4

Limited product warranties for new children's play equipment that use, or are described by, the term "lifetime" are not acceptable. The term "lifetime" is inherently vague and open to misinterpretation. Therefore, **the length or duration of all limited product warranties for new children's play equipment must be stated in years.**

Does the manufacturer of the proposed new children's play equipment have a limited product warranty that includes or uses the term "lifetime" to describe the length or duration of any part or condition of said warranty?

Indicate your response by circling yes or no: YES NO

If yes, please indicate below the number of years "lifetime" means in terms of length or duration of the manufacturer's limited product warranty as it applies to the composite play structures, play equipment, and related products contained in your submitted proposal to the Village of Bayside.

"Lifetime," as used in this limited product warranty, means a _____ year warranty.

A complete copy of the most current and applicable manufacturer's limited product warranty must be included with your proposal. Please attach warranties to this Attachment No. 4.

This form was completed by:

Authorized Signature: _____

Name (please type or print): _____

Title: _____

Date: _____

Company: _____

Attachment No. 5

In submitting this proposal to the Village of Bayside, I have thoroughly read all of the stated requirements of this Request for Proposal, in particular, the following:

- Product Liability Insurance
- Vendor's and/or Contractor's Liability Insurance

In submitting this Proposal, I state that my company, and any listed subcontractor(s), have the types of insurance coverage specified and required for this work.

Attached to this Attachment No. 5 are the required certificate of insurance coverage.

Authorized Signature: _____

Name (please type or print): _____

Title: _____

Date: _____

Company: _____

VILLAGE OF BAYSIDE
FEDERALLY FUNDED PROJECT - CDBG

Attachment No. 6

In submitting this proposal to the Village of Bayside, I understand all of the stated requirements of this Request for Proposal, in particular, the following:

- Requirements of Awarded Contracts
- Follow-Up Services
- Vendor's Acceptance of Final Playground Equipment & Monitoring of Installation Work
- Vendor's Responsibility
- Pre-Proposal Conference

If awarded a contract with the Village of Bayside, I agree to provide all of the required new children's playground equipment, products, and services, as specified, and to fully comply with the stated requirements of this Request for Proposal, including providing the required number of 1) Assembly Tool Kits, 2) Component Parts Lists, and 3) Replacement Hardware Kits.

Indicate your response by circling yes or no: YES NO

Authorized Signature: _____

Name (please type or print): _____

Title: _____

Date: _____

Company: _____

VILLAGE OF BAYSIDE
FEDERALLY FUNDED PROJECT - CDBG

ATTACHMENT NO. 7

FOLLOW-UP SERVICES, I will comply with the requirement of this Request for Proposal and provide the Village of Bayside with a qualified representative(s) to answer questions and/or properly address any problems related to the playground equipment, related products, and services purchases from or provided by my company. I will provide this follow-up service for a minimum period of 12 months after the date of final acceptance of my products and/or services by the Village of Bayside.

Indicate your response by circling yes or no: YES NO

VENDOR'S ACCEPTANCE OF FINAL PLAYGROUND EQUIPMENT INSTALLATION WORK, upon completion of all playground equipment installation work by the Village of Bayside, I will inspect the completed playground equipment installation and conduct a playground equipment safety audit. This safety audit shall be completed according to the standards and requirements of the National Playground Safety Institute (NPSI). I will submit to the Village of Bayside one (1) copy of the safety audit, together with my written verification that the playground equipment was installed according to the manufacturer's specifications and that there are no observable safety hazards posed by the playground equipment's installation.

Indicate your response by circling yes or no: YES NO

Authorized Signature: _____

Name (please type or print): _____

Title: _____

Date: _____

Company: _____

ATTACHMENT NO. 8

AFFIRMATIVE ACTION REQUIREMENTS: I understand and will comply with the requirements of this Request for Proposal including the provisions listed below:

1. The bidder's attention is called to the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)," contained in the bid documents, which sets forth, in part, goals and timetables for the employment of women and minorities in the project area."
2. Contractors and Subcontractors are required to pay not less than the prevailing wage rates on public work as established by Federal Department of Labor, or the State of Wisconsin's Department of Industry, Labor, and Human Relations wage scale rates, whichever rate scale is higher for the job classification. A copy of these wage rates are contained in the Contract Document."
3. Contractors will be required to obtain minority-owned businesses to perform work totaling 20 percent, and women-owned businesses 5 percent, of the construction contract amount. The Milwaukee Urban League (374-5850) and the Milwaukee County Community Development Program (278-5251) will assist contractors in soliciting minority and women owned subcontractors and suppliers if requested.

Authorized Signature: _____

Name (please type or print): _____

Title: _____

Date: _____

Company: _____